

Released Date \_\_\_\_\_

# ENCROACHMENT PERMIT

PERMIT NO. \_\_\_\_\_

<b>APPLICANT IDENTIFICATION:</b> NAME: _____ CONTACT PERSON: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____ PHONE: area code (____) _____	<b>PROJECT IDENTIFICATION:</b> ACCESS CONTROL: <input type="checkbox"/> By Permit <input type="checkbox"/> Partial <input type="checkbox"/> Full COUNTY: _____ PRIORITY ROUTE NO: _____ MILEPOINT: _____ <input type="checkbox"/> Left <input type="checkbox"/> Right <input type="checkbox"/> X-ing PROJECT STATUS: <input type="checkbox"/> Maint. <input type="checkbox"/> Const. <input type="checkbox"/> Design PROJECT # STATE: _____ PROJECT # FEDERAL: _____ ROAD/STREET NAME: _____
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<b>TYPE OF ENCROACHMENT:</b> <input type="checkbox"/> COMMERCIAL ENTRANCE - BUSINESS* <input type="checkbox"/> PRIVATE ENTRANCE: <input type="checkbox"/> Single Family <input type="checkbox"/> Farm <input type="checkbox"/> UTILITY: <input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> GRADE: <input type="checkbox"/> Fill <input type="checkbox"/> Landscape on R/W <input type="checkbox"/> AIRSPACE: <input type="checkbox"/> Agreement <input type="checkbox"/> Lease <input type="checkbox"/> C & R Sign(s) <input type="checkbox"/> TODS <input type="checkbox"/> LOGOS <input type="checkbox"/> OTHER: (Specify)  *Electronic PDF file required of final plans and specifications	<b>ATTACHMENTS:</b> <input type="checkbox"/> Standard Drawings (List on TC 99-21 under Misc.) <input type="checkbox"/> Applicant's Plans <input type="checkbox"/> Highway Plan and Profile Sheets <input type="checkbox"/> TC 99-3 (Ponding Encroachment Specs. and Conditions) <input type="checkbox"/> TC 99-4 (Rest Area Usage Specs. and Conditions) <input type="checkbox"/> TC 99-5 (Tree Cutting/Trimming Specs. and Conditions) <input type="checkbox"/> TC 99-6 (Chemical Use of Specs. and Conditions) <input type="checkbox"/> TC 99-10 (Typical Highway Boring Crossing Detail) <input type="checkbox"/> TC 99-12 (Overhead Utility Encroachment Diagram) <input type="checkbox"/> TC 99-13 (Surface Restoration Methods) <input type="checkbox"/> TC 99-21 (Encroachment Permit General Notes and Specs.) <input type="checkbox"/> TC 99-22 (Agreement for Services to Be Performed) <input type="checkbox"/> TC 99-23 (Mass Transit Shelter Specs. and Conditions) <input type="checkbox"/> TC 99-201 (Tourist Signage Program Application) <input type="checkbox"/> TC 99-202 (Temporary Agritourism Site Application) <input type="checkbox"/> TC 99-203 (Attraction Eligibility Information) <input type="checkbox"/> TC 99-204 (Signing Incentive Program Application) <input type="checkbox"/> Other Attachments (Specify):
<b>TYPE OF INDEMNITY:</b> <input type="checkbox"/> Bond <input type="checkbox"/> Cash <input type="checkbox"/> SELF-INSURED AMOUNT ENCUMBERED \$ _____ <input type="checkbox"/> OTHER _____	
NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE:	

**INDEMNITY:** The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$ \_\_\_\_\_ as determined by the Department. It shall be the responsibility of the applicant or permittee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways.

## BRIEF DESCRIPTION OF WORK TO BE DONE.

Applicant certifies project area ☐ does ☐ does not exceed one acre. Projects disturbing more than one acre require a KPDES KYR 10 permit.

**IMPORTANT (PLEASE READ):** Applicant ☐ does ☐ does not intend to apply for excess R/W.

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE.** It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

The permittee agrees to the following terms and conditions:

Permit No. \_\_\_\_\_

1. The permittee shall comply with and is bound by the requirements of the Department's Permits Manual as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
2. Permittee agrees that if the Department determines that vehicular capacity deficiencies or over capacity conditions develop as a result of the installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear the expenses for signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department and as set forth in the Department's Permits Manual within a reasonable length of time after receipt of written notice regarding such adjustments, relocation, additions, modifications, or corrective measures, such time to be specified in the notice. In cases where traffic signals are permitted or required, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee and/or the Department in accordance with Department policy then in force as set forth in the Traffic Operations Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, at no expense to the Department. (This applies only to Entrance Permits.)
3. The said encroachment will not infringe on the frontage rights of an abutting owner without written consent of the said owner as hereto: "I(we) consent to the granting of attached permit." \_\_\_\_\_  
Date \_\_\_\_\_ (This does not apply to utilities which serve the general public.)
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.
5. A plan prepared by \_\_\_\_\_ and dated \_\_\_\_\_ is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee agrees as a condition to the issuance of the permit to construct and maintain such facilities in accordance with said plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.
6. Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.
7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.
8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.
9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.
10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.
11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)
12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with \_\_\_\_\_ Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.
13. This permit does not alleviate any requirements of any other government agency.
14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.

**ANY ATTEMPT TO ALTER THIS FORM CONSITUTES A VOID PERMIT.**

THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN.

☐ January 1st, 20    ☐ July 1st, 20

Completion Date

Date

Signature

RECOMMENDED FOR APPROVAL

Title

Signature

Chief District Engineer

Date

PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.

Installed By

Title

Signature

Date

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